

**RESOLUTION NO. R25-83**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAUREL AND YELLOWSTONE COUNTY FOR GIS SERVICES.**

WHEREAS, the City of Laurel desires to create, maintain and utilize a comprehensive computerized GIS map database of all land existing within the external boundaries of the of the City of Laurel; and

WHEREAS, Yellowstone County is presently hosting the City of Laurel's GIS information on its GIS map database; and

WHEREAS, the City of Laurel desires to continue to update, improve and utilize its GIS data on the Yellowstone County GIS map database; and

WHEREAS, Yellowstone County has set fees and terms as contained in the Memorandum of Understanding, a copy attached hereto and incorporated herein.

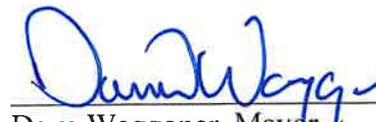
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign the Agreement with Yellowstone County for the year 2025.

Introduced at a regular meeting of the City Council on the 23<sup>rd</sup> day of September, 2025 by Council Member Canape.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23<sup>rd</sup> day of September, 2025.

APPROVED by the Mayor on the 23<sup>rd</sup> day of September, 2025.

CITY OF LAUREL

  
\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

  
\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer



APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michele LB", with a long horizontal flourish extending to the right.

Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING FOR SHARING OF  
GIS DATA AND SERVICES**

This Memorandum of Understanding for Sharing of GIS Data and Services (Agreement) is entered into between YELLOWSTONE COUNTY (COUNTY) and the CITY OF LAUREL (CITY) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WHEREAS**, CITY and COUNTY desire to continue to develop, share and integrate geographic information systems (GIS) data and services to improve the planning and management processes of CITY and COUNTY departments and infrastructure, including dispatch operations of the 911 Center.

**THEREFORE**, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

1. Term. This Agreement shall begin on the date the Resolution approving the Agreement is passed by the Laurel City Council and shall last for three calendar years. The parties may mutually agree, in writing, to terminate this deal at any time. Further, either party may terminate this Agreement unilaterally with written notice of at least 90 days.
2. Compensation. In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY \$4,000 for the first year of the contract. The amount of compensation paid by CITY to COUNTY shall increase 4% each year. The payments shall be made annually, at the start of each year of the contract. If the contract is terminated mid-year, CITY shall pay COUNTY the pro rata compensation for the partial year.
3. Duties. For the above compensation, COUNTY shall provide CITY with access to digital mapping and tabular data of the City of Laurel and the Laurel Planning Jurisdiction. COUNTY will maintain established and updated GIS data for the aforementioned area. CITY will provide updated information to be included in the GIS system on an as-needed basis.

COUNTY will make every effort to produce information in a format that will allow CITY to print maps on its equipment. If this is not feasible, standard charges for hard copy maps printed by COUNTY will apply.

While it is believed that the data supplied by both parties is the most current and accurate available, neither CITY nor COUNTY make any warranties or representations as to the accuracy or the completeness of the information.

All information and data in any format developed by and for GIS pursuant to this agreement, at the discretion of COUNTY and CITY, will remain proprietary information belonging to CITY and COUNTY.

4. Authorized Representatives. The parties appoint the following authorized representative to receive notices and to provide direct communication between the parties:

For CITY:  
PO Box 10  
Laurel, MT 59044  
Attn: Mayor

For COUNTY:  
Yellowstone County GIS  
217 N. 27<sup>th</sup> Street  
Billings, MT 59101  
Attn: GIS Manager

5. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and COUNTY. Neither CITY nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts errors or omissions of its employees or agents.
6. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13<sup>th</sup> Judicial District Court.
7. Entire Agreement and Revocation of Prior Agreements. This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

The parties hereby state and represent that the 2005 GIS Interlocal Agreement between CITY and COUNTY is hereby rescinded and revoked upon execution of this Agreement.

8. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of the Agreement.

Passed and Adopted on this \_\_\_\_ day of \_\_\_\_  
2025

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse  
Yellowstone County Board Chair

\_\_\_\_\_  
Mike Waters  
Yellowstone County Commissioner

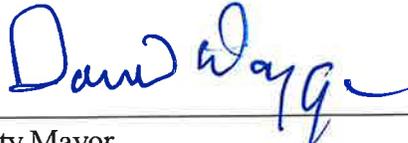
\_\_\_\_\_  
Chris White  
Yellowstone County Commissioner

Attest:

\_\_\_\_\_  
Jeff Martin  
Yellowstone County Clerk and Recorder

Passed and Adopted on this \_\_\_\_ day of  
September 2025

CITY OF LAUREL, MONTANA

  
\_\_\_\_\_  
City Mayor

Attest:

  
\_\_\_\_\_  
City of Laurel Clerk